AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract I		Page 1 Of 8
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pure	hase Req	1	5. Project No.	(If applicable)
P00061	2003NOV25	SEE SCH	EDULE			
6. Issued By	Code W56HZV	7. Administered By	(If other	than Item 6)	l .	Code N63124
TACOM WARREN BLDG 231		SUPSHIP NEW				
AMSTA-AQ-ATBA JIM LEWIS (586)574-5225		2300 GENERAL		VE TY, BLDG. 16		
WARREN, MICHIGAN 48397-5000		NEW ORLEANS				
HTTP://CONTRACTING.TACOM.ARMY.MIL						
EMAIL: LEWISJA@TACOM.ARMY.MIL			SCD C	PAS NONE	ADP 1	<b>PT</b> HQ0337
8. Name And Address Of Contractor (No., Stre	et, City, County, State and				nt Of Solicitation	
TEXTRON MARINE & LAND SYSTEMS, DIVI	SION OF TEXTRON INC	•				
19401 CHEF MENTEUR HIGHWAY	2201 01 121111011 1110.		-	OD D-4-1 (C	T4 11)	
NEW ORLEANS, LA. 70129-2565				9B. Dated (See	item 11)	
			Х	10A. Modificat	tion Of Contract	/Order No.
				DAAE07-99-C-	9001	
TYPE BUSINESS: Large Business Perfo	rming in U.S.		1 -	10B. Dated (Se		
Code 50079 Facility Code			7	1999MAR30	c 10m 15)	
11. T	HIS ITEM ONLY APPLI	ES TO AMENDMEN	TS OF SO	OLICITATION	IS	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date s	pecified fo	or receipt of Of	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame	ndment prior to the hour a	and date specified in	the solicit	ation or as ame	nded by one of t	he following methods:
(a) By completing items 8 and 15, and return						dment on each copy of the
offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVED	0					
SPECIFIED MAY RESULT IN REJECTIO						
change may be made by telegram or letter, p						
opening hour and date specified.	mired)					
12. Accounting And Appropriation Data (If red ACRN: CP NET INCREASE: \$2,859,396.7	5					
I3. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  KIND MOD CODE: B  It Modifies The Contract/Order No. As Described In Item 14.						
A. This Change Order is Issued Pursual				The Ch	nanges Set Forth	In Item 14 Are Made In
The Contract/Order No. In Item 10		The Administrative C	hanges (si	ich as changes i	in naving office	annronriation data_etc )
Set Forth In Item 14, Pursuant To T	he Authority of FAR 43.10	03(b).	manges (se	ich as changes i	in paying office,	appropriation data, etc.)
C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of:				
D. Other (Specify type of modification a	nd authority)					
E. IMPORTANT: Contractor  is not, is required to sign this document and return copies to the Issuing Office.						
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
SEE SECOND PAGE FOR DESCRIPTION						
DEE DECOMD FROE FOR DESCRIFTION						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force						
and effect.		164 Nome	nd Title (	Of Contracting	Officer (Tyme e	
15A. Name And Title Of Signer (Type or print)	,	MARY K. R	EHM		Officer (Type of	pinit)
15D C 4 4 4 1000	150 5 : 0			.MIL (586)574	1-6553	1(C D. ( C' )
15B. Contractor/Offeror	15C. Date Signed	16B. United	states Of	America		16C. Date Signed
	_	Ву		/SIGNED/		2003NOV25
(Signature of person authorized to sign) NSN 7540-01-152-8070		30-105-02	gnature o	f Contracting C		ORM 30 (REV. 10-83)
11011 /040-01-104-00/0		30-103-04			STANDAKD I'	JAME 30 (AE V. 10-83)

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Name of Offeror or Contractor:  ${\tt textron\ marine\ \&\ land\ systems}$  , division of textron inc.

SECTION A - SUPPLEMENTAL INFORMATION

 PREVIOUS CONTRACT AMOUNT:
 \$66,937,562.39

 AMOUNT OF THIS ACTION:
 2,859,396.75

 CURRENT CONTRACT AMOUNT:
 \$69,796,959.14

- 1. The purpose of this modification is to partially exercise the option to purchase 5 additional Armored Security Vehicles. The option is exercised under CLIN 5200AA at a unit price os \$571,879.35. Clause F-10 is changed to reflect the revised delivery schedule and addition of CLIN 5200.
- 2. Paragraph B.3 is also changed to reflect the cancellation charge previously paid on 145 vehicles and this option purchase of 5 vehicles. The outstanding nonrecurring cost amount has also been updated.
- 3. As a result of this modification, the total amount of the contract has been changed as indicated above. Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 026 \*\*\*

# Reference No. of Document Being Continued

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Name of Offeror or Contractor: Textron Marine & Land Systems, Division of Textron inc.

ITEM NO	ror or Contractor: textron marine & land systems, division SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
5200AA	PRODUCTION QUANTITY	5	EA	\$_571,879.35000	\$2,859,396.75
	NOUN: M1117 ASV PRON: P149L057JZ PRON AMD: 01 ACRN: CP AMS CD: 51108350009				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZW3314S101 Y00000 M 3  PROJ CD BRK BLK PT  000  DEL REL CD QUANTITY DEL DATE  001 5 15-JAN-2006  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.				

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PIIN/SIIN DAAE07-99-C-S001

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Page 4 of 8

Name of Offeror or Contractor: Textron marine & land systems, division of textron inc.

B.1 The following STS CLINs will be CPFF:

**CONTINUATION SHEET** 

CLIN

1500

2500

3500

4500

5500

The following clauses listed below are also located in Sections E and I are applicable to the above CLINS ONLY:

- 52.216-8 Fixed Fee
- 52.222-2 Payment for Overtime Premiums
- 52.228-7 Insurance Liability to Third Persons
- 52.232-20 Limitation of Cost
- 52.242-1 Notice of Intent to Disallow Costs
- 52.242-3 Penalties for Unallowable Costs
- 52.242-4 Certification of Final Indirect Costs
- 52.242-5 Government Property (Cost Reimbursement)
- 52.242-15 Stop-Work Order, ALT I
- 52.243-2 Changes -- Cost Reimbursement, ALT II
- 52.246-3 Inspection of Supplies-Cost Reimbursement
- 52.249-6 Termination (Cost Reimbursement)
- 52.249-14 Excusable Delays

All other CLINs will be Firm Fixed Price.

#### B.2 CANCELLATION CEILING (NOT TO EXCEED) FOR 94 BASE QUANTITY VEHICLES

Pursuant to this paragraph, the Contractor shall be paid a cancellation charge not to exceed the amounts shown below in the event the program year(s) are cancelled after the first program year.

Program Year Cancelled	<u>Dollar Amount</u>
2	_676,480
3	579,840
4	386,560
5	193,280

#### B.3 CANCELLATION CEILING (NOT TO EXCEED) FOR NONRECURRING COSTS FOR 156 VEHICLES BEYOND THE 94 BASE QUANTITY VEHICLES

Pursuant to this clause, the Contractor shall be paid a cancellation charge for its nonrecurring costs not to exceed the amounts shown below in the event that the option quantity of 156 vehicles is not acquired. The nonrecurring cost cancellation ceiling amount of \$1,507,584 will be reduced by \$9,664 per vehicle sold each time under the options to this contract or Textron sells an ASV or ASV derivative under another contract. The cancellation ceiling amount will be reviewed annually. The total outstanding amount will be updated at that time (to include Textron other sales).

DATE	OPTION OR OTHER SALE QUANTITY AWARDED	OUTSTANDING NONRECURRING COSTS
31 March 1999	-0-	\$1,507,584
24 July 2001*	1	1,497,920
01 May 2002*	4	1,459,264
22 Aug 2002**	145 (Cancellation Charge Paid)	57,984
19 Nov 2003**	5	9,664

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Name of Offeror or Contractor: textron marine & land systems, division of textron inc.

If the total amount of Textron's nonrecurring costs subject to this clause is liquidated by means of options exercised and Textron's vehicle sales under other contracts, Textron agrees to reduce the unit price of any remaining vehicles sold under options to this contract by \$9,664. In such event, a modification will be made to this contract to reflect this change in the option unit price. In the event of cancellation pursuant to FAR 52.217-2 or completion of all contract requirements, the contractor shall file a claim in accordance with FAR 52.217-2(f) for any outstanding nonrecurring costs remaining under this clause.

#### B.4 ASV SPECIAL TOOLING \*

Listed below are award dates and prices for individual sets of Special Tools to support future fieldings for the ASV. This includes the basic set being purchased in this modification P00041 and the four options.

AWAF	RD DATE	PRICE_
AUG	2002	\$112,548
DEC	2002	111,813
DEC	2003	114,398
AUG	2004	117,265
MAR	2005	120,206

\* Added by Modification P00041

\*\*\* END OF NARRATIVE B 001 \*\*\*

<sup>\*\*</sup> Added by Modification P00061

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Name of Offeror or Contractor: Textron marine & Land Systems, division of Textron inc.

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status Regulatory Cite</u> <u>Title</u> <u>Date</u>

F-1 CHANGED 52.242-4000

REQUIRED DELIVERY SCHEDULE

FEB/1998

(TACOM)

(a) Our required delivery schedule is below.

- (b) Please refer to the Section L provision entitled either INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION or CONTRACT AWARD. It says, in part, that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Contracting Officer will mail or otherwise furnish the successful offeror the award or notice of award no later than the day the award is dated. Compute the time available for performance beginning with the actual date of award, NOT the date you receive written notice from the Contracting Officer through the ordinary mail.
  - (c) You can accelerate delivery: at no additional cost to the government

QUANTITY

- (d) See Section B (the Schedule) for more information about delivery, including:
  - -- Military Standard Requisition and Issue Procedures (MILSTRIP) document numbers,
  - -- Total quantity of deliverable items, and
  - -- Item destinations.

CLIN

#### REQUIRED DELIVERY SCHEDULE

DELIVERY DATE\*

"CLIN": (Contract Line Item Number) As further described in the Schedule.

"DAYS": The number of days after the date of the Contract you have to deliver the stated quantity.

"R": The quantity required to be delivered within the stated number of days.

1001	7	SEP 12,	2000
	6	JAN 30,	2001
	6	MAY 09,	2001
	5	AUG 08,	2001
CLIN	QUANTITY	DELIVERY	DATE*
2001	1	AUG 08,	2001
	6	DEC 17,	2001
	3	APR 30,	2002
CLIN	QUANTITY	DELIVERY	DATE*
3001	3	APR 30,	2002
	6	SEP 11,	2002
	6	JAN 22,	2003
	5	JUL 14,	2003 (1)

<sup>\*</sup> CHANGED BY MODIFICATION P00021

		Reference No. of Document Being Continued			
	CONTINUATION SHEET	PIIN/SIIN DAAE07-99-C-S001 MOD/AN			
Naı	me of Offeror or Contractor: TEXTRON MA	ARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.			
CLIN	QUANTITY	DELIVERY DATE			
3200	1	JUL 14, 2003 (1)			
CLIN	QUANTITY	DELIVERY DATE ****			
4001	6	OCT 09, 2003			
	6	FEB 25, 2004			
	6	JUN 28, 2004			
	2	NOV 01, 2004			
CLIN	QUANTITY	DELIVERY DATE ****			
4200	4	NOV 01, 2004			
***	ADDED/CHANGED BY MODIFICATION P00039				
CLIN	QUANTITY	DELIVERY DATE ****			
5001	6	MAR 04, 2005			
	6	JUL 10, 2005			
	6	NOV 13, 2005			
	2	JAN 15, 2006			
CLIN	QUANTITY	DELIVERY DATE			
5200	5	JAN 15, 2006 (2)			

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\*\*\*\*\* ADDED BY MODIFICATION P00046

\*\*\*\*\* CHANGED BY MODIFICATION P00054

(1) CHANGED BY MODIFICATION P00055

(2) ADDED BY MODIFICATION P00061

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Name of Offeror or Contractor:  ${\tt textron\ marine\ \&\ land\ systems}$  , division of textron inc.

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

A14P50091CJZ

LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE PRIOR AMOUNT ITEM MIPR ACRN JOB ORD NO AMOUNT AMOUNT

5200AA P149L057JZ CP 1 \$ 0.00 \$ 2,859,396.75 2,859,396.75

51108350009 4ZLT09

NET CHANGE \$ 2,859,396.75

NET CHANGE INCREASE/DECREASE SERVICE ACCOUNTING NAME BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT

\$ 2,859,396.75 Army 21 42035000041C1C01P51108331E1 S2011349L057 W56HZV

NET CHANGE \$ 2,859,396.75

PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE \$ OF AWARD AMOUNT OBLIG AMT

\$ NET CHANGE FOR AWARD: \$ 2,859,396.75 69,795,380.20 66,935,983.45